

**A G R E E M E N T**

**between**

**AGGREGATE INDUSTRIES – N.E. REGION, INC.  
(LITTLETON AND LUNENBURG LOCATIONS)**

**and**

**TRUCK DRIVERS' UNION LOCAL 170  
AFFILIATED WITH INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA**

**Effective: February 2, 2006**

**Expiration: February 1, 2011**

This Agreement entered into as of this 2nd day of February 2006 by and between Aggregate Industries – N.E. Region, Inc., Lunenburg and Littleton, Massachusetts, hereinafter referred to as the “COMPANY,” “EMPLOYER” and Truck Drivers’ Union Local #170, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the “UNION.”

#### PREAMBLE

In consideration of the mutual promises of the parties herein contained and of their mutual interests, and recognizing that the Company is engaged in a highly competitive business and that the legitimate interests of the Company and the employees are directly related to the success of the Company, and in order to promote peace within the industry, to ensure harmonious relations between the Company and employees, to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes and differences which might arise from time to time, the parties hereto have entered into this Agreement which shall govern the hours, wages and working conditions of the employees in the classifications of work covered by this Agreement.

#### ARTICLE I

##### RECOGNITION AND UNION SECURITY

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all its transit mix drivers at its Lunenburg and Littleton, Massachusetts plants and stock truck/loader position at its Littleton facility, excluding all other employees and supervisors as defined by the National Labor Relations Act.

ARTICLE VII  
WAGE RATES

The straight time or regular hourly rate of pay for all transit mix drivers subject to this Agreement shall be \$19.25 per hour in Lunenburg and \$20.87 in Littleton, effective as of February 2, 2006.

On February 2, 2007, the straight time or regular hourly rate shall be \$20.10 per hour in Lunenburg and \$21.30 in Littleton.

On February 2, 2008, the straight time or regular hourly rate shall be \$21.05 per hour in Lunenburg and \$21.84 in Littleton.

On February 2, 2009, the straight time or regular hourly rate shall be \$22.00 per hour in Lunenburg and \$22.39 in Littleton.

Effective February 2, 2010, the straight time or regular hourly rate shall be \$23.00 per hour.

## ARTICLE XI

### HEALTH & WELFARE FUND

Section 1. Commencing with the 2<sup>nd</sup> day of February 2006 and for the duration of the current collective bargaining agreement and any renewals or extensions thereof the Company agrees to make payments to the respective Health and Welfare Funds for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union from the first hour of employment subject to this collective bargaining agreement as follows:

Section 2. Commencing with the 2<sup>nd</sup> day of February 2006, the Company shall contribute to the respective Health and Welfare Fund the sum of \$5.51¼ per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours, but not more than \$220.50 per week for any one employee.

Section 3. Commencing with the 1<sup>st</sup> day of January 2007, the Company shall contribute to the respective Health and Welfare fund the sum of \$5.76¼ per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours, but not more than \$230.50 per week for any one employee.

Section 4. Commencing with the 1<sup>st</sup> day of January 2008, the Company shall contribute to the respective Health and Welfare fund the sum of \$6.11¼ per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours, but not more than \$244.50 per week for any one employee.

Section 5. Commencing with the 1<sup>st</sup> day of January 2009, the Company shall contribute to the respective Health and Welfare fund the sum of \$6.46¼ per hour for each hour figured to the nearest quarter hour for which an employee covered by this

Agreement receives pay up to a maximum of forty (40) hours, but not more than \$258.50 per week for any one employee.

Section 6. Commencing with the 1st day of January 2010, the Company shall contribute to the respective Health and Welfare Fund the sum of \$6.81¼ per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours, but not more than \$272.50 per week for any one employee.

Section 7. For the purpose of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee, shall be counted as hours for which contributions are payable.

Section 8. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions of thirty-two (32) hours for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months.

Section 9. Hourly contributions to the Health and Welfare Fund must be made for each hour worked on each regular or extra employee even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Company but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

Section 10. All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Company for the purpose of determining all accuracy of contributions to the Welfare Fund.

Section 11. If a Company fails to make contributions to the Welfare Fund within seventy-two (72) hours after the notice of delinquency, the Local Union shall take

whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Company shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed by the Trustees.

Section 12. The Company's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under this Agreement.

Section 13. The Company and Union, which are signators, hereto ratify the designation of the Company and the Employee Trustees under such Agreement, and ratify all action already taken or to be taken by such Trustees within the scope of their authority.

Section 14. All companies contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report form of contributions sent to the Health and Welfare Fund.

Section 15. Whenever a Company signatory to this Agreement becomes delinquent in contributions owed to the Health and Welfare Fund and the Local Union serves a seventy-two (72) hour notice of delinquency, such Company after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

Section 16. In the event of a layoff, it is agreed and understood that the Company shall continue to pay health & welfare contributions for the month in which the layoff occurs and for the following six weeks.

ARTICLE XIX  
PENSION FUND

Section 1. This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.

Section 2. Commencing with the 2<sup>nd</sup> day of February 2006 ratification, and for the duration of the current collective bargaining agreement between Local Union #170 and the Company, and any renewals or extensions thereof, the Company agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement, as follows:

Section 3A. LUNENBURG PLANT: For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Company shall make a contribution of \$4.43 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$177.20 per week (\$4.43 multiplied by forty (40) hours) for any one employee from the first hour of employment in such week.

Effective February 2, 2007, for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Company shall make a contribution of \$4.66 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$ 186.40 per week (\$ 4.66 multiplied by forty (40) hours) for any one employee.

Effective February 2, 2008, for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Company

shall make a contribution of \$4.90 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$196.00 per week (\$ 4.90 multiplied by forty (40) hours) for any one employee.

Effective February 2, 2009, for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Company shall make a contribution of \$ 5.15 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$ 206.00 per week (\$ 5.15 multiplied by forty (40) hours) for any one employee.

Effective February 2, 2010, for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Company shall make a contribution of \$ 5.41 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$ 216.40 per week (\$ 5.41 multiplied by forty (40) hours) for any one employee.

Section 3B. LITTLETON PLANT: For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Company shall make a contribution of \$1.91 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$76.40 per week (\$1.91 multiplied by forty (40) hours) for any one employee from the first hour of employment in such week.

Effective February 2, 2007, for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Company shall make a contribution of \$ 2.56 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$102.40 per week (\$2.56 multiplied by forty (40) hours) for any one employee.

Effective February 2, 2008, for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Company shall make a contribution of \$3.21 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$128.40 per week (\$3.21 multiplied by forty (40) hours) for any one employee.



Effective February 2, 2009, for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Company shall make a contribution of \$3.86 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$154.40 per week (\$3.86 multiplied by forty (40) hours) for any one employee.

Effective February 2, 2010, for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Company shall make a contribution of \$4.51 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$180.40 per week (\$4.51 multiplied by forty (40) hours) for any one employee.

Section 4. For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

Section 5. If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If an employee is injured on the job, the Company shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

Section 6. The Company agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958, and accepts such Agreement and Declaration of Trust, as

amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore and hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

Section 7. The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Company at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

Section 8. It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Company for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

Section 9. If the Company shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Company, having been notified that its contributions to the Fund have been under reported and/or underpaid, fails within twenty (20) days after such notification to make any required self audit and/or contributions found to be due, the Local Union shall have the right, after an appropriate 72 hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provisions of this collective bargaining agreement

to the contrary notwithstanding and the Company shall be responsible to the employees for losses resulting therefrom. Also, the Company shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Company's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

Section 10. It is understood and agreed that once a payment or payments are referred to an attorney for collection by the trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce, or forgive the Company with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent companies.

Section 11. No oral or written modification of this section regarding pensions and retirement shall be made by the Local Union or the Company, and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

## ARTICLE XX

### TERMINATION OF EMPLOYMENT

Section 1. The Company has the right to discipline or discharge any employee for just cause, without notice. Just cause shall include, but not be limited to, the following:

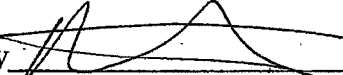
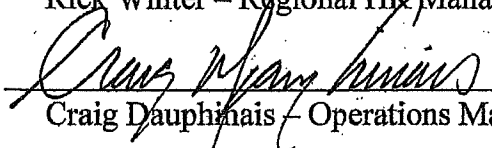
- a) Dishonesty. (Provided that whenever the Company discharges on the grounds of dishonesty, it agrees to supply the Union with the facts pertaining thereto.)
- b) Possession of, use of, or being under the influence of intoxicants or habit-forming drugs (other than a doctor's prescription) while on Company time, Company premises or while operating any Company vehicle.

ARTICLE XXVI

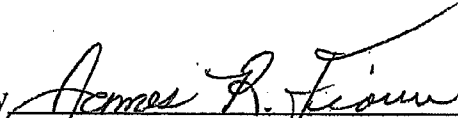

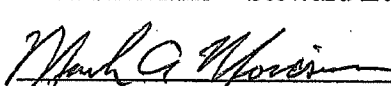
DURATION

This Agreement shall remain in full force and effect until and including February 1, 2011 and shall automatically renew itself from year to year thereafter unless, prior to February 1, 2011 or any succeeding anniversary of such date, either party serves written notice by certified mail on the other party not less than sixty (60) calendar days prior to any such date that changes are desired therein.

AGGREGATE INDUSTRIES -  
N.E. REGION, INC.

By  10/27/06  
Rick Winter - Regional HR Manager  
  
Craig Dauphinais - Operations Manager

TRUCK DRIVERS' UNION LOCAL  
170 AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS  
OF AMERICA

By   
Jim Fiori - Business Agent  
  
Mark Blake - Steward Lunenburg  
  
Mark Morrison - Steward Littleton